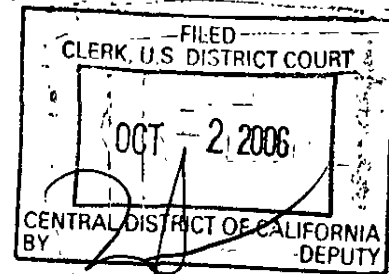


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11 Attorneys for Federal Defendants

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 WESTERN DIVISION

15 OMEGA CHEMICAL PRP GROUP
 16 LLC, and OMEGA CHEMICAL PRP
 17 GROUP,

18 Plaintiffs,

19 v.

20 AARON THOMAS CO., INC. et al.

21 Defendants.

22 Civ. No. 2:04-CV-01340-TJH-JWJ

23 STIPULATION FOR ENTRY OF
 24 SETTLEMENT AGREEMENT
 25 AND CONSENT ORDER; ORDER
 26 THEREON

27 Honorable Terry J. Hatter, Jr.

28 For good and valuable consideration, consisting of the resolution of claims
 in the above-captioned action and of the mutual promises, covenants, and
 obligations contained in the attached Settlement Agreement and Consent Order
 (the "Agreement"), Plaintiffs Omega Chemical PRP Group LLC and Omega
 Chemical PRP Group (jointly, "Plaintiffs") and the United States of America, on

33

1 behalf of Defendants Federal Prison Industries (t/a Unicor), the United States
2 Coast Guard, the USDA Forest Service, the Department of the Army, the
3 Department of the Air Force, the United States Defense Logistics Agency, the
4 United States Department of Energy, the United States Department of Veterans
5 Affairs, and the National Aeronautics and Space Administration (collectively, the
6 "Federal Defendants"), appearing through their respective counsel in the above-
7 captioned action, hereby stipulate and agree as follows:
8

9
10 1. The parties to the Agreement are Plaintiffs and the Federal Defendants
11 (collectively, the "Parties"). A true copy of the Agreement is attached hereto as
12 Exhibit A.

13 2. The Court has subject matter jurisdiction over this action pursuant to 28
14 U.S.C. § 1331 and 28 U.S.C. § 1345.

15 3. The Court has personal jurisdiction over the Federal Defendants.

16 4. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b). The
17 acts and occurrences which give rise to this action occurred in Los Angeles
18 County, California, which is in the Central District of California.
19

20 5. This is a cost recovery action under the Comprehensive Environmental
21 Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§
22 9601 et seq., concerning the Omega Chemical Superfund Site located in Whittier,
23 California (the "Site"). The Site is a former refrigerant/solvent recycling facility
24 that operated from 1976 to 1991. As a result of these operations, the Site's
25 subsurface soil and groundwater have high concentrations of tetrachloroethene
26

1 (PCE), trichloroethene (TCE), other chlorinated hydrocarbons, and freon. Due to
2 the high level of hazardous substances in the groundwater, the United States
3 Environmental Protection Agency placed the Site on the National Priorities List on
4 January 19, 1999.
5

6 6. On November 24, 2000, the United States, on behalf of the United States
7 Environmental Protection Agency ("EPA"), filed a Complaint in this Court against
8 dozens of potentially responsible parties. United States of America v. Abex
9 Aerospace Division, No. 2:00-CV-12471-TJH-JWJ (C.D. Cal.). The Complaint
10 alleged that the defendants were liable pursuant to Sections 106 and 107 of
11 CERCLA, 42 U.S.C. §§ 9606, 9607, to perform certain response actions at the Site
12 and for certain unrecovered response costs incurred by the United States.
13

14 7. On February 28, 2001, the Court in the Abex Aerospace action entered a
15 Consent Decree between the United States and numerous potentially responsible
16 parties. Under this agreement, certain of those parties – referred to in the Consent
17 Decree as the "Settling Defendants" – agreed to pay a portion of EPA's past costs
18 and perform various response actions, including a Remedial Investigation and
19 Feasibility Study of onsite soils, an Engineering Evaluation and Cost Analysis
20 addressing groundwater contamination in the principal area of contamination, and
21 the installation of three groundwater monitoring wells.¹
22
23

24
25 ¹ The United States, on behalf of the United States Environmental
26 Protection Agency, and the Settling Defendants will soon be lodging a proposed
27 First Amendment to the Consent Decree, in order to add additional work to the
28 work required under the present Consent Decree.

1 8. The Settling Defendants in the Abex Aerospace action are members of
2 the Plaintiff organizations in this case. On February 27, 2004, Plaintiffs
3 commenced this contribution action against numerous defendants, including the
4 Federal Defendants, alleging claims under Sections 107 and 113 of CERCLA, 42
5 U.S.C. §§ 9607, 9613.

7 9. The Complaint alleges that as a result of the release or threatened release
8 of hazardous substances, Plaintiffs have incurred response costs in excess of
9 \$6,500,000. (Compl. ¶ 164.)

11 10. The Complaint seeks, among other things, a money judgment for
12 reimbursement of past response costs incurred by Plaintiffs as well as a declaration
13 that the defendants are liable for response costs to be incurred by Plaintiffs in the
14 future. (Compl. at 27-28.)

16 11. After good-faith negotiations, the Parties have agreed to terms
17 embodied in the Agreement.

18 12. Pursuant to the Agreement, the United States will pay Plaintiff Omega
19 Chemical PRP Group the sum of \$1,728,269.23 as the United States' share of
20 Plaintiffs' claimed past and future response costs at the Site. (Agreement ¶ 10(a).)
21 Plaintiffs, in turn, will release and forever discharge the United States from all
22 "Covered Matters" related to the Site. (Agreement ¶ 7.)

24 13. The Agreement further provides that the Parties agree that the United
25 States is entitled to contribution protection under CERCLA and any other
26 applicable law. (Agreement ¶ 9(a).)

1 14. The Parties agree that the Agreement is just, fair, adequate, and an
2 equitable resolution of all claims concerning the Site.

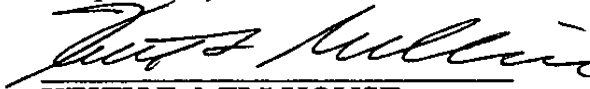
3 15. A copy of this document along with the Agreement is being served
4 upon all known potentially responsible parties with respect to the Site, as set forth
5 on the Certificate of Service submitted herewith.
6

7 16. The Parties respectfully request that the Court refrain from entering the
8 Consent Order hereon until thirty (30) days after lodging, so that potentially
9 responsible parties have sufficient opportunity to file written objections to the
10 Court's entry of the Consent Order.
11

12 WHEREFORE, the Parties respectfully request that the Court enter the
13 Consent Order as set forth below.

14 Dated: June 20, 2006

Respectfully submitted,



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17 Millhouse Law Group
18 Attorneys for Plaintiff
19 Omega Chemical PRP Group

20 SUE ELLEN WOOLDRIDGE
21 Assistant Attorney General
22 Environment & Natural Resources Division



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CONSENT ORDER

Pursuant to the parties' request, the Court has allowed for a 30-day period for the filing of objections to the relief requested herein. Having received no such objections, and upon consideration of the foregoing, the Court hereby finds that the Agreement (attached hereto as Exhibit A) is fair and reasonable, both procedurally and substantively, consistent with applicable law, in good faith, and in the public interest. The Agreement is hereby APPROVED.

The United States is entitled to contribution protection for Covered Matters, as defined in the Agreement, pursuant to Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), the Uniform Comparative Fault Act, and any other applicable provision of federal or state law, whether by statute or common law.

All claims against the United States in this action, whether alleged in the complaint or as a cross-claim or third-party claim, or otherwise, are hereby dismissed with prejudice.

There being no just reason for delay, this Court expressly directs, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, ENTRY OF FINAL JUDGMENT in accordance with the terms of the Agreement.

Plaintiffs and the United States shall each bear their own costs and expenses, including attorneys' fees, in this case.

Dated: 10/2/06



HON. TERRY J. HATTER JR.
United States District Judge

EXHIBIT A

to Stipulation for Entry of
Settlement Agreement and
Consent Order

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

OMEGA CHEMICAL PRP GROUP LLC)
and OMEGA CHEMICAL PRP GROUP,)

Plaintiffs,)

v.)

AARON THOMAS CO., INC. et al.,)

Defendants.)

Civ. No. 2:04-CV-01340-TJH-JWJ

SETTLEMENT AGREEMENT AND CONSENT ORDER

This Settlement Agreement and Consent Order (the "Agreement") is made, as of the Effective Date of this Agreement, as defined in Paragraph 3 below, between Omega Chemical PRP Group LLC and Omega Chemical PRP Group (jointly, "Plaintiffs") and Defendant United States of America ("United States"), collectively referred to as "the Parties," as defined herein.

WHEREAS, Plaintiffs have commenced an action titled *Omega Chemical PRP Group LLC et al. v. Aaron Thomas Company, Inc.* and bearing Civil Action Number 2:04-CV-01340-TJH-JWJ in the United States District Court for the Central District of California ("the Action");

WHEREAS, the Action involves claims by Plaintiffs under the Comprehensive Environmental Response, Compensation, and Liability Act of

1980, 42 U.S.C. §§ 9601-9675, as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986) (hereinafter "CERCLA"), together with other claims, seeking to recover certain costs they have allegedly incurred in response to the release or threatened release of hazardous substances at the Omega Chemical Corporation Superfund Site (the "Site"), and seeking a declaration as to the various Defendants' liability for costs to be incurred in the future;

WHEREAS, the Parties desire to enter into this Agreement to have a full and final resolution of any and all claims that have been or could hereafter be asserted against the United States in connection with the Site and to avoid the complication and expense of further litigation of such claims concerning the Site;

WHEREAS, the Parties agree that the payment of the sum of \$1,728,269.23 from the United States to the Plaintiffs as called for under this Agreement, represents payment of the United States fair and equitable share of liability for waste sent to the Site by the United States;

WHEREAS, the Parties agree that this Agreement is fair, reasonable and in the public interest; and

WHEREAS, the United States enters into this Agreement as a final settlement of all claims against the United States in connection with the Site and

does not admit any liability arising from occurrences or transactions pertaining to the Site,

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

1. The Parties to this Agreement are Plaintiffs and the United States.
2. This Agreement applies to, is binding upon, and inures to the benefit of Plaintiffs (and its successors, assigns, and designees) and the United States.
3. Effective Date. The effective date of this Agreement shall be the date this Agreement is approved by the Court.
4. The Site. The "Site" means the Omega Chemical Corporation Superfund Site in Whittier, California.
5. Covered Matters. "Covered Matters" means any and all past or future claims that have been or could hereafter be asserted by Plaintiffs against the United States arising out of or in connection with the waste sent by the United States to the Site. Such claims include, but are not limited to, contamination at the Site, including any claims for off-site soil and groundwater contamination that may be emanating from the Site.
6. United States. "United States" means the United States of America, including all of its departments, agencies, and instrumentalities. The United States specifically includes, but is not limited to, the Department of Defense; the

Department of the Army; the Department of the Navy; the Department of the Air Force; the United States Coast Guard; the Defense Logistics Agency; the United States Department of Agriculture; the USDA Forest Service; the United States Department of Veterans Affairs; the United States Department of Energy (including Lawrence Livermore National Laboratory); the United States Department of Justice; the United States Bureau of Prisons; Federal Prison Industries, Inc. (t/a Unicor); and the National Aeronautics and Space Administration, including the contractor operating the Jet Propulsion Laboratory, a federally funded research and development center and national laboratory.

7. Release and Covenant Not to Sue by Plaintiffs. Upon approval and entry of this Agreement by the Court and payment of the settlement funds by the United States, Plaintiffs hereby forever release, discharge, and covenant and agree not to assert (by way of the commencement of an action, the joinder of the United States in an existing action or in any other fashion) any and all claims, causes of action, suits or demands of any kind whatsoever in law or in equity which it may have had, or hereafter have, including, but not limited to, claims under CERCLA sections 107 and 113, against the United States with respect to Covered Matters except as otherwise provided herein.

8. Excluded Matters. The following Claims and Liabilities are Excluded Matters that are not subject to the release and covenant not to sue provisions (the United States reserves all of its rights with respect to the Excluded Matters):

- a. Claims and Liabilities for natural resource damage pursuant to CERCLA Section 107(f) or any equivalent State law;
- b. Claims and Liabilities by any person for death, personal injury or disease, loss of future or past wages or income, loss of consortium, property damage, diminution in value, or economic loss, whether based on negligence, strict liability, abnormally dangerous activity, statute or other law, including but not limited to assault, battery, nuisance, trespass, negligence, strict liability, products liability and infliction of emotional distress and/or fear;
- c. Claims and Liabilities arising under or with regard to California's Safe Drinking Water and Toxic Enforcement Act of 1986, popularly known as "Proposition 65," California's Unfair Business Practices Act pursuant to Cal. Bus. Code Section 17200, and any rules, regulations, orders or notices promulgated or issued thereunder;
- d. Claims and Liabilities arising from future events or occurrences caused directly by the United States that create a release or threat of a release of hazardous substances, expressly excluding from the foregoing, events and

occurrences caused by or to the extent contributed to by Plaintiffs or the United States during the course of or as a result of the work to be performed hereunder; and

e. Obligations, liabilities or duties imposed by this Agreement or actions to enforce or for breach of this Agreement.

f. Nothing in this Agreement shall be deemed to negate, diminish or otherwise impact any rights or claims that the United States Environmental Protection Agency may have against any party to this Agreement. In addition, nothing in this Agreement shall be deemed to negate, diminish or otherwise impact any rights that the Plaintiffs may have with respect to the United States Environmental Protection Agency, including, but not limited to the right to assert any defenses, objections, off-sets, claims, causes of action, demands, or the like, whether statutory, equitable, common law, known, unknown, accrued or unaccrued.

9. Protection Against Claims.

a. The Parties acknowledge and agree that the payment to be made by the United States pursuant to this Agreement represents a good faith compromise of disputed claims and that the compromise represents a fair, reasonable, and equitable discharge for the Covered Matters addressed in this Agreement. With regard to any claims for costs, damages or other claims against

the United States for Covered Matters, the Parties agree that the United States is entitled to, as of the effective date of this Agreement, contribution protection pursuant to Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), the Uniform Comparative Fault Act, and any other applicable provision of federal or state law, whether by statute or common law, extinguishing the United States' liability to persons not party to this Agreement. Any rights the United States may have to obtain contribution or otherwise recover costs or damages from persons not party to this Agreement are preserved.

b. The Parties agree to join in and/or support, as may be appropriate, such legal proceedings as necessary to secure the Court's approval and entry of this Agreement and to secure and maintain the contribution protection contemplated in this Agreement.

c. Should any third party bring an action against the United States for Covered Matters, the Parties agree to cooperate in asserting the aforementioned contribution protection set forth in Section 9(a) as a complete defense to such action. Should a court find the aforementioned protection does not apply to bar the claims against the United States, then Plaintiffs agree that they will assume responsibility for any soil and/or groundwater contamination attributed to the waste sent to the Site by the United States; excluding only assumption of responsibility for those matters identified as Excluded Matters in Paragraph 8 of

this Agreement. By agreeing to assume responsibility for any soil and/or groundwater contamination attributed to the waste sent to the Site by the United States, Plaintiffs agree that such waste shall be attributed to Plaintiffs, and Plaintiffs shall be liable for any payments or work obligations associated with such waste.

10. Payment.

a. Within 120 days after the effective date of this Agreement, the United States will pay \$1,728,269.23 to Plaintiffs. Payment shall be made by Electronic Funds Transfer in accordance with instructions provided by Plaintiffs. The aforesaid payment represents the United States' fair and equitable share of liability for waste sent to the Omega Site by the United States.

b. If such payment is not made in full within one hundred and twenty (120) days after the Effective Date of this Agreement, then interest on the unpaid balance shall be paid commencing on the 121st day after the Effective Date. Interest shall accrue at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the United States Code.

c. Said payment by the United States is subject to the availability of funds appropriated for such purpose. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that the United States

obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

11. Covenant Not to Sue by United States and Reservation. The United States hereby releases and covenants not to sue Plaintiffs for Covered Matters, except the United States specifically reserves its right to assert against Plaintiffs any claims or actions regarding the Site brought on behalf of the United States Environmental Protection Agency or a natural resource trustee.

12. Entire Understanding of the Parties. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter. No claimed additions to or modifications or amendments of this Agreement, or any claimed waiver of any of its terms or conditions, shall be effective unless in writing and signed by the Parties.

13. Effect of Settlement/Entry of Judgment.

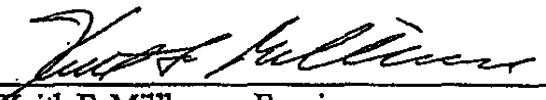
a. This Agreement was negotiated and executed by Plaintiffs and the United States in good faith and at arms length and is a fair and equitable compromise of claims, which were vigorously contested. This Agreement shall not constitute or be construed as an admission of liability by the United States. Nor is it an admission or denial of any factual allegations set out in the Complaint or an admission of violation of any law, rule, regulation, or policy by any of the Parties to this Agreement.

b. Upon approval and entry of this Agreement by the Court, this Agreement shall constitute a final judgment among the Parties.

14. Representative Authority. The individuals signing this Agreement on behalf of the Parties hereby certify that they are authorized to bind their respective party to this Agreement.

For the PLAINTIFFS:


Date: 4-18-2006


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For the UNITED STATES:

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Date: April 18, 2006


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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

OMEGA CHEMICAL PRP GROUP LLC)
and OMEGA CHEMICAL PRP GROUP,)

Plaintiffs,)

v.)

AARON THOMAS CO., INC. et al.,)

Defendants.)

Civ. No. 2:04-CV-01340-TJH-JWJ

ORDER

UPON CONSIDERATION OF THE FOREGOING, the Court hereby finds that the foregoing Agreement is fair and reasonable, both procedurally and substantively, consistent with applicable law, in good faith, and in the public interest. The foregoing Agreement is hereby APPROVED.

The United States is entitled to contribution protection for Covered Matters, as defined in the foregoing Agreement, pursuant to Section 113(f) of CERCLA, 42 U.S.C. § 9613(f), the Uniform Comparative Fault Act, and any other applicable provision of federal or state law, whether by statute or common law.

All claims against the United States in this action, whether alleged in the complaint or as a cross-claim or third-party claim, or otherwise, are hereby dismissed with prejudice.

There being no just reason for delay, this Court expressly directs, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, ENTRY OF FINAL JUDGMENT in accordance with the terms of this Agreement, SIGNED and ENTERED this ____ day of _____, ____.

Plaintiffs and the United States shall each bear their own costs and expenses, including attorneys' fees, in this case.

Dated: _____

Hon. Terry J. Hatter, Jr.
UNITED STATES DISTRICT JUDGE

PROOF OF SERVICE BY MAILING

I am over the age of 18 and not a party to the within action. I am employed by the Environmental Defense Section, Environmental and Natural Resources Division, United States Department of Justice. My business street address is 601 D Street, N.W., Suite 8000, Washington, D.C. 20004.

On June 26, 2006, I served the **Stipulation for Entry of Settlement Agreement and Consent Order; Order Thereon** on the persons or entities named on the attached service list by enclosing a copy in an envelope addressed as shown on the attached service list and placing the envelope for collection and mailing on the date and at the place shown below following our ordinary office practices. I am readily familiar with the practice of this office for collection and processing collection and mailing, it is deposited in the ordinary course of business within the United States Postal Service in a sealed envelope with postage fully prepaid.

Date of mailing: June 26, 2006. Place of mailing: Washington, D.C.
Person(s) and/or Entity(is) To Whom Mailed: All persons and entities named on the attached service list.

I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct.

Executed on: June 26, 2006 at Washington, D.C.



Paul Cirino

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